

**FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT**

**THIS FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this "*Amendment*") is dated as of February 22, 2019 (the "*Amendment Effective Date*"), between THE COUNTY OF COOK, ILLINOIS, a body politic and corporate and home rule unit of the State of Illinois (the "*County*") and BMO HARRIS BANK N.A., a national banking association (the "*Lender*").

**RECITALS:**

A. The Lender and the County are parties to that certain Revolving Credit Agreement dated as of February 25, 2016 (as amended, the "*Agreement*");

B. The County has requested the Lender to amend certain provisions of the Agreement as set forth herein; and

C. The Lender has agreed to amend certain provisions of the Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. *Definitions.* Unless otherwise specified herein, all capitalized terms used herein shall have the meanings specified in the Agreement.

2. *Amendments to the Agreement.* Effective as of the date hereof, in accordance with Section 4 hereof, the Agreement shall be amended as follows:

2.1. The chart set forth within the defined term "Applicable Rate" shall be amended and restated as follows:

LEVEL	FITCH RATING	S&P RATING	MOODY'S RATING	APPLICABLE RATE
Level 1	A or above	A or above	A2 or above	0.80%
Level 2	A-	A-	A3	0.95%
Level 3	BBB+	BBB+	Baa1	1.20%
Level 4	BBB	BBB	Baa2	1.45%

2.2. The definition of "Commitment Termination Date" shall be amended and restated in its entirety as follows:

"Commitment Termination Date" means the earliest of:

(a) April 25, 2019, or such later date as may be established pursuant to Section 2.11 hereof; and

(b) the date the Commitment is reduced to zero pursuant to Section 2.04 or Section 7.02 hereof.

2.3. The definition of "LIBOR Quoted Rate" is hereby amended by adding the following language at the end thereof:

If the LIBOR Quoted Rate is not available at such time for any reason, then the rate for such day will be determined by such comparable alternate method designed to measure interest rates in a similar manner, as selected by the Lender. In order to account for the relationship of the replacement index to the original LIBOR Quoted Rate, an additional spread will be taken into account in the replacement rate as is necessary to ensure that such alternate method will measure interest rates in a manner similar to the original LIBOR Quoted Rate. Any successor rate or alternate methodology must be an interest-based index, variations in the value of which can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in United States dollars. The Lender shall consult with the County prior to establishing any alternate or successor rate.

2.4. Article IV of the Agreement shall be amended by adding the following as Section 4.04 thereof:

*Section 4.04. Conditions to Borrowing after Amendment Effective Date.* The obligation of the Lender to honor any Request for Drawing from and after the Amendment Effective Date is subject to the conditions set forth in Section 4.02 of this Agreement and delivery by the County of an Ordinance approved by the County's Board of Commissioners approving the execution, delivery and performance of the First Amendment to Revolving Credit Agreement between the Lender and the County.

3. *Representations and Warranties.* To induce the Lender to enter into this Amendment, the County represents and warrants as follows:

3.1. *Incorporation of Representations and Warranties from the Agreement.* The representations and warranties of the County contained in the Agreement and each of the Loan Documents are true and correct in all material respects at and as of the date hereof (except to the extent specifically made with regard to a particular date in which case such representations and warranties shall be true and correct as of such date).

3.2. *Absence of Default.* After giving effect to this Amendment, no Default or Event of Default with respect to the Agreement will exist or will be continuing.

3.3. *Power and Authority.* The County has the requisite corporate power and authority to execute, deliver and perform the terms and provisions of this Amendment and the Agreement, as amended hereby, and has taken all necessary action to authorize the execution, delivery and performance by it of this Amendment and the Agreement as amended hereby.

3.4. *Binding Obligation.* This Amendment has been duly executed and delivered by the County and the Agreement, as amended hereby, constitutes the legal, valid

and binding obligation of the County, enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. *Conditions Precedent.* This Amendment shall be deemed effective as of the Amendment Effective Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

4.1. Delivery by the County of an executed counterpart of this Amendment and an amendment to the Note.

4.2. Payment by the County on the date hereof of the reasonable legal fees and expenses of counsel to the Lender.

4.3. An incumbency certificate for the authorized signer of this Amendment.

4.4. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender and its counsel.

5. *Full Force and Effect.* Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect. The parties hereby acknowledge and agree that any term or provision of any of the Loan Documents which refers to the Agreement shall be deemed to refer to the Agreement, as amended by this Amendment.

6. *Effect Limited.* The amendments set forth above shall be limited precisely as written and shall not be deemed to be amendments to any other transaction or of any other term or condition of the Agreement or any of the Loan Documents.

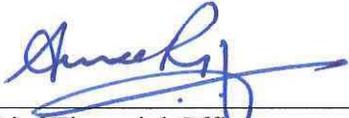
7. *Counterparts.* This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

8. *Governing Law.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

THE COUNTY OF COOK, ILLINOIS

By:   
Title: Chief Financial Officer

BMO HARRIS BANK N.A.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

THE COUNTY OF COOK, ILLINOIS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BMO HARRIS BANK N.A.

By: Mark Anttonen  
Title: Director